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Hudson

A G R E E M E N T

Between

COUNTY OF HUDSON County Board of  
and Chosen + Freeholders

HUDSON COUNTY COURT CLERKS, DISTRICT COURT

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JANUARY 1, 1983 through DECEMBER 31, 1983

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PREAMBLE

THIS AGREEMENT made by and between the County of Hudson, hereinafter referred to as the "County" and the Hudson County Court Clerks, District Court, hereinafter referred to as the "Association";

WITNESSETH:

WHEREAS, the County has recognized the Association as the bargaining representative for the purpose of negotiations with respect to wages, hours and other terms of employment, of all Court Clerks, District Court employed by the County.

NOW, THEREFORE, the County and the Association mutually agree as follows:

ARTICLE I

DURATION OF AGREEMENT

1.1 The term of this contract shall be from January 1, 1983 through December 31, 1983. In the event a new contract has not been executed prior to the expiration hereof, the provisions hereof shall continue in full force and effect until a new agreement has been executed.

ARTICLE II

SALARIES

2.1 Effective January 1, 1983, salaries for all bargaining unit members employed as of that date shall be increased by 7.5%.

2.2 The retroactive salary pay checks shall be separate from the regular pay checks.

## ARTICLE III

### OVERTIME

3.1 Court Clerks shall perform duties necessary for the opening of Court before 9:00 a.m. but not before 8:30 a.m. so as to enable the court to convene at 9:00 a.m. Court shall commence at 9:00 a.m. and end at 4:00 p.m. No overtime shall accumulate before 4:00 p.m. except as provided in paragraph 3.2 below. Overtime shall be paid at time and one-half for all time worked after 4:00 p.m. The overtime rate shall be computed using 2080 hours divided into the annual attained gross salary under this agreement. The Court Clerks shall not be required, however, to work during the lunch hour, unless a jury is deliberating or specially directed to do so by the Judge in the courtroom to which they are assigned. Vouchers shall not be submitted for less than 15 minutes for overtime.

3.2 Overtime shall be paid from 8:30 a.m. or before, only if, the Judge directs the Clerk to be present so that the Court may proceed to hear matters at such earlier time than 9:00 a.m.

3.3 If court is in session during the regular lunch period.

3.4 Overtime vouchers shall be submitted within two (2) days of the day overtime is worked, and shall be paid no later than the second pay day after the voucher is submitted

## ARTICLE IV

### VACATIONS

4.1 Employees hired prior to January 1, 1980 shall receive vacation as follows:

<u>Years of Employment</u>	<u>Vacation</u>
1st year	1 day per month
2 - 15 years	15 days
16 - 30 years	20 days
31 years +	25 days

4.2 Employees hired on or after January 1, 1980 shall receive vacation as follows:

<u>Years of Employment</u>	<u>Vacation</u>
1st year	1 day per month
2 - 5 years	12 days
6 - 15 years	15 days
16 - 30 years	20 days
31 years +	25 days

ARTICLE V

COURT HOLIDAYS AND RECESSES

5.1 All Court Clerks covered by the terms of this Agreement shall receive Court holidays as determined by the Order of the Supreme Court.

5.2 The Assignment Judge shall retain the right to require employees covered by the Agreement to report to work for regular duties, special projects, training, reduction in backlog work or other assignments during the period of Court recess.

5.3 If a scheduled holiday falls during an employee's vacation period, the employee shall be granted an additional holiday.

ARTICLE VI

DUES CHECK-OFF

6.1 The County shall withhold from each salary check of each court clerk who is a member of the Association the sum of \$1.00, the total of which shall be remitted to the Treasurer of the Association once each month.

ARTICLE VII

LONGEVITY

7.1 The longevity program shall be as follows:

A. For employees with more than five (5) years of service, but not more than ten (10) years of service-\$200.00 per annum.

B. For employees with more than ten (10) years of service, but not more than fifteen (15) years of service- \$400.00 per annum.

C. For employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$600.00 per annum.

D. For employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service- \$800.00 per annum.

E. For employees with more than twenty-five (25) years of service - \$1,000.00 per annum.

ARTICLE VIII  
BENEFIT PROGRAMS

8.1 The insurance and health benefit levels in effect at the time of execution of this agreement shall remain in effect except as modified herein.

8.2 The County shall provide a prescription drug program on a \$1.00 co-pay basis.

8.3 The County shall provide the County Basic Dental Program (level of Blue Cross/Blue Shield Basic Plan) for the employee and spouse. Effective July 1, 1981, the plan shall be expanded to provide full family coverage.

8.4 The County shall provide a life insurance program with a benefit level of \$5,000.00.

8.5 The County shall establish a retirement program providing for one (1) day's pay for each three (3) days' unused accumulated sick leave, not to exceed \$3,000.00. If a member has reached minimum retirement age and dies while still working, the County shall pay the retirement leave pay to the member's estate. If the budget does not permit immediate payment, the payment may be made after November 15 but not later than the following January.

8.6 For all insurance plans, the County retains the right to select the carrier or to self-insure, in its sole discretion, provided benefits are not reduced.

## ARTICLE IX

### RETENTION OF FRINGE BENEFITS

9.1 The Court Clerks individually and as an Association shall retain all fringe benefits to which they were entitled prior to the effective date of this Agreement.

## ARTICLE X

### GRIEVANCE PROCEDURE

10.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this agreement.

10.2 A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

10.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

10.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

Step One: The grievance shall be discussed by the employee involved and the Association Representative with

the immediate supervisor designated by the Court. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Association.

Step Two: If the grievance is not settled through Step One, the same shall within five (5) working days be reduced to writing by the Association and submitted to the court administrator, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of such submission.

Step Three: If the grievance is not settled at Step Two, then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the assignment Judge. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

10.5 Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative may be present as observer at any hearing on the individual's grievance.

10.7 Investigation and processing grievances by officially authorized representatives which have been formalized and submitted in writing shall be allowed, provided that such time shall be reasonable and limited to one (1) hour and provided

there is no interruption of work activities. In emergency situations, these limitations may be extended. The accredited representatives shall provide reasonable notification to his supervisor or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

10.8 MANAGEMENT RIGHTS:

The Association recognizes that the Court may not, by agreement, delegate authority and responsibility which by law is imposed upon and lodged with the Court.

The Court reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

- A. To direct employees of the Court;
- B. To hire, assign, promote, transfer and retain employees covered by this Agreement with the County or to suspend, demote, discharge, or take disciplinary action against employees;
- C. To make work assignments, work and shift schedules including overtime assignments;
- D. To relieve employees from duties because of lack of work, or other legitimate reasons;
- E. To maintain the efficiency of the Court operations entrusted to them;
- F. To determine the methods, means and personnel by which such operations are to be conducted;
- G. To make any and all decisions in the sole and absolute discretion of the County which affect directly or indirectly the County Pension Program. No such decision by the County shall in any way be subject to the grievance procedure herein set forth.

11.9 EMPLOYEE RIGHTS: The employees individually retain all rights guaranteed to them by the Civil Service Laws and Statutes, anything herein to the contrary notwithstanding.

ARTICLE XI  
SEVERABILITY

11.0 In the event any federal or state law, or any determination having the force and effect of law (including rules, regulations, or directives of the Chief Justice, Supreme Court of New Jersey, or Administrative Director of the Courts) conflicts with the provisions of this agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the agreement shall continue in full force and effect. The parties will meet within thirty (30) days to re-negotiate the item so severed.

**COUNTY OF HUDSON**

HUDSON COUNTY DISTRICT  
COURT CLERKS

By EDWARD F. CLARK, JR.  
Edward F. Clark, Jr.  
County Executive

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